

This instrument prepared by:
Christina Harris Schwinn, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901

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Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$154.50
Deputy Clerk WSEIBERT
#1

**CERTIFICATE OF AMENDMENT
TO THE DEED OF RESTRICTIONS
FOR LAUREL ESTATES MOBILE VILLAGE**

THE UNDERSIGNED, being the successor Declarant, PARRISH PROPERTIES II, LLC a Wisconsin limited liability company, does hereby certify that all the resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted for the purposes of approving the Amended and Restated Agreement and Amended Deed of Restrictions for Laurel Estates Mobile Village attached hereto as Exhibit "A."

1. The following resolution was approved by fifty-one percent (51%) of the persons entitled to cast a vote, in writing, to approve the Amended and Restated Agreement and Amended Deed of Restrictions for Laurel Estates Mobile Village attached hereto as Exhibit "A."

RESOLVED: That Agreement and Amended Deed of Restrictions for Laurel Estates Mobile Village be and is hereby amended, and the Amended and Restated Agreement and Amended Deed of Restrictions for Laurel Estates Mobile Village are adopted in the form attached hereto as Exhibit "A", and made a part hereof; and

RESOLVED: That the undersigned is duly authorized to execute the aforementioned documents and cause them to be filed of public record, together with a Certificate of Amendment.

Dated this the 21 day of January, 2008. ^{KR}

Witnesses:

Katherine B. Beindl
Shirley Parrish

PARRISH PROPERTIES II, LLC
A Wisconsin Limited Liability
Company, authorized to do
business in Florida.

By: [Signature]
Its: Managing Member

STATE OF Wisconsin §

COUNTY OF Kenosha §

The foregoing instrument was acknowledged, executed and subscribed before me on this 21 day of January, 2008, by JOHN PARRISH, the Managing Member of Parrish Properties II, LLC, a Wisconsin limited liability company authorized to do business in the State of Florida. He/She is personally known to me, or did produce Driver's License as identification. Pb20 - 4725 - 4206 - 05

Katherine B. Reindl
Notary Public

(SEAL)

Katherine B. Reindl
Printed Name of Notary Public

This instrument prepared by:
Christina Harris Schwinn, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, FL 33901

EXHIBIT "A"

LAUREL ESTATES MOBILE VILLAGE AMENDED AND RESTATED AGREEMENT AND AMENDED DEED OF RESTRICTIONS

WHEREAS, DAVID S. HOWELL and JANE E. HOWELL, husband and wife, ("Declarant") caused an Amended Deed of Restrictions to be recorded in Official Record Book 657, Page 750 of the Public Records of Lee County, Florida;

WHEREAS, the said Declarant caused an amendment, modification and addition to the Amended Deed of Restrictions to be recorded in Official Record Book 1189, Page 2082, Public Records of Lee County, Florida;

WHEREAS, an Agreement and Amended Deed of Restrictions was recorded in Official Record Book 1348, Page 1157 et. seq. and as further amended at Official Record Book 2025, Page 3896 et. seq. in the Public Records of Lee County, Florida;

WHEREAS, on June 23, 2004, Declarant and Laurel Estates Mobile Village, as grantors of the above referenced Deed Restrictions, as amended, assigned all right, title and interest as successor and grantor in and under the above recited Deed Restrictions as amended, to Parrish Properties II, LLC, a Wisconsin limited liability company authorized to transact business in Florida, as successor grantor pursuant to and under the above described Deed Restrictions which were recorded on July 1, 2004 at OR Book 4352, Page 3758 et. seq. in the Lee County, Florida Public Records; and

WHEREAS, the Laurel Estates Mobile Village is a mobile home subdivision as that term is defined pursuant to Florida Statute 723.003(8) and as more particularly described in the attached Exhibit "A"; and

WHEREAS, the Lot Owners within the Laurel Estates Mobile Village have requested that Management agree to certain changes and that the Deed of Restrictions be further amended; and

WHEREAS, Laurel Estates Mobile Village is a registered 55 and over community with the State of Florida's Commission on Human Relations.

1. Each lot owner and his heirs, successors and assigns will pay Management a monthly maintenance fee established at Seventy and 68/100 Dollars (\$70.68), as of January 1, 2007, the \$70.68 is a base which shall be increased or decreased in identical relationship to increases or decreases as set forth in the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Calculations resulting from increases or decreases in Consumer Price Index as reported by the U.S.

Department of Labor shall be made at the end of every six-month period, beginning January 1, 1980, with the most recent published price index information. The above formula for establishing a monthly fee shall be irrevocable to the date of January 20, 2070. In return for monthly maintenance fees paid, Management will provide the following services: garbage and trash collection, street lighting and street maintenance and drainage, recreation and clubhouse facilities, including shuffleboard and bocce courts, heated swimming pool, heated and air-conditioned clubhouse complete with kitchen, hobby rooms and laundry room. A storage area will be provided for boats, travel trailers and recreational vehicles at no cost to lot owners. The storage area is to be kept locked as much as possible. The said monthly fee will begin one year from the date of each lot purchase, or at such time as a mobile home is installed on lot or lots, whichever comes first. The said monthly fee does not include grass cutting on vacant lots within the one-year period after lot purchase, or within the period before a mobile home is installed, and a reasonable fee will be assessed against the lot owner in the event Management is required to maintain the grass.

2. No lot owner in Laurel Estates Mobile Village shall be excused from the payment of the recreation and service fee because of failure to use the facilities and services herein provided.

3. It is further provided that the clubhouse and all recreation facilities provided by Management shall be owned and operated by Management and Management shall have the right to use a portion of the clubhouse for a small office, no larger than 6'X8' in area, with the remainder to be used for the benefit of the lot owners.

4. Management may elect, at its option, to sell or lease the clubhouse and recreation facilities herein referred to, to any person, firm or corporation, provided that any such sale or lease shall make provisions for the use of the clubhouse and recreation facilities by the lot owners, and provision for maintaining streets and providing street lighting and garbage and trash collection and drainage as herein set forth, and in the manner herein set forth. In such event (which shall be recorded in the Public Records of Lee County, Florida), the Management's transferee, grantee or lessee (as the case may be), shall have the right to collect the recreation and service fee and the right to enforce the lien for non-payment of same as herein provided.

5. All unpaid monthly fees or other assessments as called for in the Deed of Restrictions shall become a lien on the lot or lots against which the assessment is levied and shall be perfected and foreclosed in the manner prescribed by statutes for the perfection and foreclosure of mechanics' liens.

6. Each lot owner will be responsible for his own water, electric, gas, telephone, television cable and other utility bills and all deposits for same when required.

7. Each lot owner agrees to use all utility services furnished and provided by Management, and no lot owner may provide his own water, septic tank or other utility service without the express written consent of Management.

8. No mobile home will be placed or accepted in Laurel Estates Mobile Home Village unless it shall contain at least 600 square feet of floor area. Each mobile home shall be relatively new and approved in writing by Management before being moved onto any lot or lots. All homes hereafter installed shall be heated by electricity only.

9. Within sixty (60) days after installation and placement of each mobile home, the owner agrees to provide the following:

- A. A cement side drive 12 feet wide and at least 63 feet long. The length shall be measured from the edge of the blacktop road paving. The front section of all driveways may only be used for the parking of vehicles. No more than two (2) vehicles may be parked on a driveway unless the owner has obtained the prior approval of Management;
- B. An aluminum awning carport of the minimum size of 13 feet by 46 feet. The front of the awning shall be no more than flush with the front of the mobile home;
- C. A metal utility room of the minimum size of 4 feet by 8 feet under the rear of the carport;
- D. A decorative masonry, vented vinyl or other material underskirting as approved in writing by Management completely around the mobile home;
- E. Approved hurricane anchors; and
- F. A sodded lawn or alternative landscaping or decorative covering approved in writing by Management.

10. All garbage cans will be stored at the rear of the carport and concealed by means of a decorative enclosure, plantings or underground containers.

11. All exterior additions or variations must be approved by Management in writing before commencement and must be performed by a competent workman or contractor approved by Management in writing. All work must progress in a reasonable manner, and if not completed within a reasonable length of time, Management reserves the right to complete the work and charge a reasonable fee therefor.

12. All mail will be delivered to each mobile home. Each owner will supply his own mailbox and house number of a type specified by Management.

13. Laurel Estates Mobile Village is a registered "55 and Over" community.

- a. Statement of Intent. It is hereby confirmed that the Laurel Estates Mobile Village is and intends to continue to provide housing for older persons, as defined in the Fair Housing Amendments Act of 1988 and the Housing

For Older Persons Act of 1995 (hereinafter referred to as the "Act") and the Federal Rules and Regulations (hereinafter referred to as the "Federal Regulations") as promulgated by the Department of Housing and Urban Development (hereinafter sometimes referred to as "HUD"). It is more specifically the desire and intention of Management to meet the exemption for housing for older persons as is provided for in 24 CFR Part 100, Section 100.304 (hereinafter referred to as the "55 or Over Housing Exemption"). Section 100.304 implements Section 807(b)(2)(c) of the Act which exempts housing communities intended and operated for occupancy by at least one (1) person 55 years of age or over per unit that satisfy certain criteria. In this endeavor, the following occupancy restrictions and procedures shall govern. Further, in addition to these Amendments to the Declaration, Management shall do whatever is required by the Act and Federal Regulations to publish its intention to comply with, and adhere to, policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or over. The Act and Federal Regulations, as amended from time to time, are hereby incorporated by reference into this document. Reference to the Act and to the Federal Regulations in this document shall mean the Act and the Federal Regulations as they are amended from time to time. To the extent that any of these provisions relating to the Act appear to conflict with any language in the constituent documents governing Laurel Estates Mobile Village, said provisions shall be deemed federally preempted by the Act, null and void and of no force or effect whatsoever.

b. Fair Housing Definitions:

- (1) "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (Pub.L. 100-430, approved September 13, 1988; 102 STAT.1619.)
- (2) "FEDERAL REGULATIONS" shall mean and refer to the Federal rules and regulations promulgated by the Department of Housing and Urban Development.
- (3) "55 OR OVER HOUSING EXEMPTION" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 807(b)(2)(C) of the Act.

c. Minimum Age Restrictions. Permanent occupancy of a unit shall be restricted as follows provided that the restrictions contained in the remaining provisions of this Section are met:

- (1) No persons under the age of eighteen (18) years shall be permitted to permanently reside in the units.

- (2) However, a person under the age of eighteen (18) years may be permitted to visit and temporarily reside in a unit for a period of time not to exceed thirty (30) days in the aggregate or fifteen (15) consecutive days in any calendar years. The visitation time periods shall not be cumulative from year to year. Only overnight visitation shall be considered in the computation. So by way of example, if an under-aged person visits overnight, two (2) days of visitation shall be computed. If an under-aged person visits during the day only and does not stay overnight, no days of visitation shall be computed.

d. Occupancy by Older Persons - Age 55.

- (1) Except for persons who are surviving spouses or cohabitants, recipients of legacy, or grandfathered-in as provided for in Section F below, no unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the unit who has attained the age of 55 years (hereinafter referred to as the "designated occupant"). This occupancy requirement shall not preclude temporary occupancy by guests or relatives of the designated occupant for periods not to exceed fifteen (15) consecutive days or thirty (30) days in any calendar year (see Section E below).
- (2) This Section shall guarantee that not less than 80% of all newly-occupied units shall have a designated occupant residing in the unit.

e. Guest Visitation Limitation. Use of units by the following guests of the designated occupant when the designated occupant is not present in the unit shall be restricted as follows: No guest shall use or occupy a unit in excess of fifteen (15) consecutive days or thirty (30) days in a calendar year. Each day as well as part of a day shall be counted in this computation. This Section shall be in addition to restrictions pertaining to guest which may be contained elsewhere in the constituent documents and Rules and Regulations of Management, as amended from time to time. The designated occupant shall be considered to be not present in the home when the designated occupant does not stay overnight in the home along with the guest.

- (1) A "guest" shall mean and refer to any person who is visiting an owner without requirement to contribute money, perform any services or provide any other consideration to the owner in connection with such visit/occupancy. A permanent occupant of a home shall not be considered as a guest. Furthermore, an owner of

a home shall never be considered a guest unless the owner is visiting a lessee who has leased the owner's home.

- (2) **Registration of Guests.** All guests who visit when the designated occupant is not present in the home must register with Management prior to or upon arrival at Laurel Estates Mobile Village. Management shall be empowered to adopt a form for use in connection with the registration of such guests, which for the guests must sign. The form shall include an acknowledgment of the following: (i) relationship with the designated occupant; (ii) the intended length of stay; (iii) that the guest has received a copy of the constituent documents and Rules and Regulations of Management, or summation thereof, and agrees to abide by them; (iv) and such other reasonable information determined by the Management from time to time. Such guest shall not be entitled to visit unless he or she registers with Management as required in this Section.
- (3) **Unauthorized Guest Visit.** Any guest visit not authorized pursuant to the terms of this Section shall be deemed improper, entitling Management to bar access of the guest to the home and recreational facilities and/or shall entitle Management to obtain an injunction removing the guest and his or her personal belongings from the home.
- (4) **Other Restrictions.** The restrictions on guests in this Section shall be in addition to other restrictions which may be contained elsewhere in the constituent documents and Rules and Regulations of Management.

f. **Exceptions to Section D.**

- (1) **Grandfather Status.** Section D above shall not apply to any persons who have occupied or owned a home prior to the date of this amendment, provided those persons did not lease or sell said home after the date of this amendment. In any lease or sale after the date of this amendment, the owner and new occupant shall be subject to the provisions provided elsewhere herein.
- (2) **Surviving Spouse or Cohabitant.** Section D shall not be applicable in the case of the death of the designated occupant whose surviving spouse or cohabitant is under 55 years of age provided that the surviving spouse or cohabitant resided with the designated occupant at the time of the designated occupant's death. Under such circumstances, the surviving spouse or cohabitant shall be allowed to continue to occupy the home irrespective of age so as to

prevent disruption of the lives of surviving spouses and cohabitants under age 55, when the over 55 designated occupant dies or otherwise leaves the home.

- (3) Recipient of Legacy. The Federal Regulations recognize that the 20% requirement is not intended to exclude all incoming households, therefore Section D shall not be applicable in the event that an owner of a home dies and the home is inherited by an individual who is under 55 years of age, the recipient of legacy and his or her household shall be allowed to occupy the home.
 - (4) No "Set-Aside". This Section is not intended to establish a 20% "set-aside" for persons under 55 years of age or families with children under the age of eighteen (18) years.
- g. Contract/Covenant. Every Owner and lessee shall be deemed to have a contract with Management to ensure that the occupancy requirement in Section D is met at all times. Even though this occupancy requirement is a contract between Management and the Owner or lessee, as applicable, this amendment shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.
- h. Proof of Age.
- (1) All persons occupying homes after the date of this amendment shall deliver to Management, a completed transfer form demonstrating proof of age and any other documentation required by Management.
 - (2) Any person(s) not providing such documentation, when and as requested by Management, shall be validly presumed by Management and by a Court of law to be under the age of 55 years, even though the persons may actually be 55 years of age or over.
- i. Remedies for Non-Compliance. Management concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in the constituent documents.
- (1) Lease of a Unit.
 - (i) In the event an owner wishes to rent or lease his home, the tenant must conform to the requirements of this section which shall include requiring one of tenants to be a qualifying resident being at least 55 years of age or older. In the event of a lease of a home, and the occupancy and

other requirements of this amendment are not met, Management shall be entitled to file for and obtain an injunction against the Owner of the home and lessee(s) and/or other occupants of the home, removing the unauthorized lessee(s) and/or other unauthorized occupants.

(ii) Management shall also be entitled to evict the unauthorized lessee(s) and other unauthorized occupants staying in the home, as agent for the Owner(s). This right of eviction by Management shall apply only:

(a) After the expiration of seven (7) working days from the date on which Management mails notice to the Owner(s) by certified mail, return receipt requested, or provides notice by hand delivery; and

(b) Provided that the Owner(s) fail(s) to commence eviction proceedings on his/her/their own and fails to so notify Management, within the seven (7) day period.

(iii) The lease shall specify, and if it fails to so specify the lease shall be deemed to specify, that the lessee(s) and all other occupants shall abide by the constituent documents for Laurel Estates Mobile Village, and the Rules and Regulations of Management; and shall specify that Management has the remedies provided for in this Section I(1). Costs and attorney's fees incurred by Management in connection with the exercise of its remedies under this Section I(1) provided that Management prevails, shall be the responsibility of the Owner(s) of the lot and/or home, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

(2) Other Occupancies (other than Leases). In the event of an existing ownership; in the event of use by guests; or in the event of a sale, gift, or other transfer of title; and the occupancy requirements of this amendment are not met, Management may disapprove the transfer and shall be entitled to file for and obtain an injunction against the Owner(s) of the home and all occupants in the home, removing the unauthorized occupants (including the Owner(s)). In that event, if Management prevails, the Owner(s) shall be responsible for costs and attorney's fees incurred by Management in connection with its enforcement of this Section I(2).

- j. **Registration Required.** All Owners, lessees and occupants must register with Management at the time of becoming a lot owner or lessee or, in the case of a non-owner, at the time of the commencement of the lease agreement, by delivery of the items referred to below. Furthermore, no persons shall attain grandfather status under Section F(1) above unless the person registers with Management by delivery of the items referred to below. These items are as follows:
- (1) A fully completed and signed transfer form to be provided by Management; and
 - (2) Documentation demonstrating proof of age as provided for in Section I above; and
 - (3) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with Management). It shall be the responsibility of the particular Owner, not Management, to provide the lessee(s) and/or other occupants of the home with the registration form for the lessee(s) occupant(s) to complete and return to Management within five (5) days from the date of receipt.
- k. **Additional Occupants.** Even though a person under the age of 55 years is given grandfather status under Section f(1) above or is provided with an exception under Section f(2) above, this shall not entitle additional persons to occupy the home after the date of this amendment, unless:
- (1) That additional person is 55 years of age or older; or
 - (2) That additional person is also accorded grandfather status under Section f(1) above; or
 - (3) That additional person is legally married to the surviving spouse or cohabitant mentioned in Section F(2) above.
- l. **Non-Occupancy Status.** Each Owner or lessee, as applicable, shall notify Management of any periods of time during which the home becomes unoccupied. As used in this Section, "unoccupied" is defined to mean any intended absence of all permanent residents of the home, for a period in excess of six (6) months. It is understood that this is a necessary requirement because the Federal Regulations require record keeping of occupied and unoccupied homes.
- m. **Additional Provisions/Special provisions concerning the Act and Federal Regulations.**

- (1) Notwithstanding any other provision in the Deed Restrictions, to the contrary, the following shall apply: Management reserves the right to further amend Section 13 of the Deed Restrictions to accomplish any one of the following:
 - (i) Any amendment which is necessary to enable Laurel Estates Mobile Village to attain or retain the "55 or Over Housing Exemption" of the Act.
 - (ii) Any amendment which is necessary to refine those amendments approved by Management relating to the Act and/or Federal Regulations.
 - (iii) Any amendment which is necessary to delete any or all amendments approved by Management relating to the Act and/or Federal Regulations.
 - (iv) Any amendment which is made which otherwise relates to the Act and/or Federal Regulations.
 - (v) Any amendment which may be required due to regulations adopted from time to time by the Federal National Mortgage Association (FNMA).

14. Whenever used herein Management shall also mean successors, heirs, assigns or nominees.

15. No signs of any kind will be permitted on any mobile home or lot except homes offered for sale and Management reserves the right to require written approval of such signs. A bulletin board will be provided in the clubhouse for legitimate notices.

16. Not more than one mobile home may be erected on each lot. No owner may subdivide, separate or in any way use any lot for more than one mobile home and no separate sheds, outbuildings, motorhomes, travel trailers, utility trailers, boats or recreational vehicles are permitted on any lot.

17. Lawns, landscaping and exterior appearances of mobile homes shall be maintained in good condition by each owner. In cases where Management deems this restriction to be violated, in its sole and absolute discretion, the owner will be notified in writing. Thereafter, if the condition is not corrected within thirty (30) days, then Management reserves the right to enter the property and correct the condition and charge a reasonable fee for its services.

18. The following setbacks must be observed:

- A. A uniform 12 foot, front setback, measured from the lot line to the front surface of the mobile home, or from the front surface of a screen or enclosed porch when installed across the front of doublewide units;
- B. Side setbacks shall be a 5 foot minimum; and
- C. Rear setbacks shall be a 12 foot minimum.

19. The installation of a Florida room is optional at the time a mobile home is placed on a lot. However, each owner agrees to position his mobile home on the lot in such a way that a Florida room may be added at a later date, if desired, and so that the addition of a Florida room will not violate the deed or restrictions. Any Florida room installed must have a floor level raised to within 6 inches of the floor level in the mobile home.

20. Management hereby reserves on the rear of each lot a utility easement of reasonable width. Management agrees to keep the aesthetic value of all property in mind at all times, but reserves the right of access at all times for inspection and maintenance of such utility and service facilities.

21. Each owner agrees not to dig on his lot or lots without first obtaining approval from Management due to the fact that some of the utilities will be placed underground.

22. To help maintain the beauty of Laurel Estates Mobile Village, all owners will keep lots free of debris, storage boxes and any kind of unattractive equipment or lawn furniture.

23. Television and radio antennas are not permitted unless they can be kept low to the roof so as not to be seen from the road while driving past the property. The maximum height of any antenna shall not exceed 16 feet above ground level.

24. Except for fish or birds, an owner may keep one (1) domestic pet in the designated pet areas. A domestic pet means a cat or a dog weighing 20 pounds or less and such dog is not considered to be a dangerous breed. The following breeds of dog are prohibited (unless the dog is a service animal): Chow, Doberman, Akita, German Shepherd, Pit Bull, Presa Canarios, Great Danes, American Bull Dogs, Beaucerons, Keeshunds, Rottweiler, Staffordshire Terrier or any mixed breed dog that is one-half or greater with any of the foregoing or any non-domesticated animal. The designated pet areas are outside the perimeter of the subdivision as shown in the attached Exhibit "B." The following additional restrictions shall also apply:

- a. All pets must be registered with Management.
- b. No resident's pets shall run free in any area of the community. Pets must be kept on a leash when outside and not on the pet owner's property.
- c. Pets are not allowed in recreation or pool areas with the exception of guide or service dogs and can only be walked in the designated pet sections.

- d. The pet owner is responsible for cleaning up after a pet at all times and in all places where the pet is walked.

25. Pet Registry. Management recognizes that several lot owners are currently maintaining more than one domestic pet in their homes, that some lot owners whose property is located in the no-pet section have one or more domestic pets and that some lot owners' domestic pet(s) exceed the 20 pound limit. Each owner who is currently in violation of the Deed Restrictions will have his or her existing pet(s) grandfathered in and the respective owner shall be allowed to keep such pet(s) provided the lot owner strictly complies with all of the following:

- a. The pet(s) were acquired prior to the effective date of the Amended and Restated Deed Restrictions being recorded in the public records of Lee County, Florida.
- b. The owner can prove that the pet(s) were acquired and brought on to the property on a permanent basis prior to the effective date of the Amended and Restated Deed Restrictions.
- c. The owner registers the pet(s) with Management within sixty days (60) days from the effective date of recordation of the Amended and Restated Deed Restrictions being recorded in the public records of Lee County, Florida, by completing Management's pet registration form and provides all of the following information:
 - (1) The pet's(s') date of birth;
 - (2) Breed of the pet(s);
 - (3) Weight of the pet(s); and
 - (4) Name of the pet(s).
- d. Once the pet(s) that has/have been registered pursuant to this section dies, the owner is prohibited from replacing the non-conforming pet(s).

26. Vehicular traffic is limited to a speed of 15 miles per hour in the mobile village.

27. All vehicles must be parked off the street and must be parked in designated parking areas only or in the owner's driveway. The parking of vehicles on an owner's lawn is strictly prohibited. The parking restrictions of this Paragraph applies equally to golf carts. In the event a guest brings a car, it may be parked in the area for boats and travel trailers.

28. Motor bikes, motorcycles and like vehicles are not permitted on any lot except that a visitor or guest visiting an owner or a tenant may park a motorcycle in a driveway or designated parking space for no more than three (3) days unless a longer period is approved by Management and provided Management is given advance written notice.

29. No non-licensed or non-operating vehicle is permitted in the mobile village, except bicycles, tricycles and electric golf carts. Golf carts which are driven in the community

may only be driven by a driver with a valid driver's license, and the electric golf carts must be equipped with headlights if driven during non-daylight hours..

30. No repairing of motor vehicles is allowed in the mobile village except for minor service or repair items.

31. Commercial enterprises, soliciting and peddling are not permitted on any lot without the express written permission of Management.

32. No trucks or other motor vehicles, except cars and one-half ton pickup trucks, are allowed on any lot except for service deliveries without the written permission of Management.

33. Recreational areas are for the use of residents only. Guests of residents shall be permitted only when accompanied by the resident who shall be responsible for their conduct and individuals who are under the age of 16 years old must be accompanied by an adult at all times.

34. A. No alcoholic beverages are allowed in the recreational or clubhouse areas except as provided for in Section 34 B.

B. Bring Your Own Bottle (BYOB) Parties are to be allowed in the Clubhouse once per month. Alcoholic beverages are to be allowed at Other Special Occasions, if approved by Management and either the Social Club President or the President of Laurel Estates Lot-Owners, Inc.

35. Men must be attired in shirts (no undershirts) in recreational areas, except when in the pool area.

36. No person attired in a bathing suit is permitted to enter the clubhouse.

37. Each mobile home may be occupied by no more than two adults. The owner agrees to pay an additional monthly charge as determined by Management for each additional person. A guest shall not be permitted to stay longer than 30 calendar days in any calendar year without a monthly charge. Each owner agrees to register all guests at the office for insurance and safety reasons.

38. Each owner agrees that no person under 18 years of age shall reside in his mobile home except as a guest for the maximum 30 days per calendar year.

39. All children visiting in the mobile village shall remain on the premises of the host unless accompanied by a resident who shall be responsible for their conduct and safety.

40. No drying or airing of clothing or laundry is permitted on lots. A coin operated laundry and a free drying yard is provided for this purpose and must be used by each owner.

41. Enforcement shall be against any person or persons violating any covenant to restrain violation, to recover damages or to attain any proper relief. Management shall enforce against any person or persons violating any covenant to restrain violation, to recover damages or

to attain any proper relief pursuant to the laws of the State of Florida. Management has the right to recover reasonable attorneys' fees and costs incurred by Management in connection with any enforcement proceeding against a lot owner or tenant for the purposes of enforcing the Deed Restrictions and any other validly promulgated rule or regulation.

42. Alterations, amendments, deletions or additions to these rules and regulations as may be deemed necessary, will not become effective until approval of fifty-one percent (51%) of all lot owners is obtained in writing. The particular provision covering amendments, deletions and additions to rules and regulations is not applicable in any way or at any time to monthly maintenance fee arrangements as covered in Paragraph 1.

43. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

44. These covenants and restrictions are to run with the land and shall be binding upon the parties hereto, their heirs, legal representatives or assigns, and all parties claiming by, through or under them, until January 20, 2070. If no action is taken by a majority of the then owners of the lots in said subdivision, indicating a desire to discontinue such restrictions and covenants, the restrictions as herein set out shall continue in full force for an additional ten year period thereafter.

45. Title to each lot in Laurel Estates Mobile Village shall run to the center of the abutting street, except Laurel Drive, as said streets are shown on the attached plat, subject to a perpetual use easement that said street areas be used for street purposes. Management does hereby dedicate said streets as shown on said plat as private non-exclusive roadway easements, for the use and benefit of all present and future owners of lands within said Laurel Estates Mobile Village. All future conveyances shall be subject to said non-exclusive roadway easements, which shall be a covenant running with the land. Management assumes the responsibility for periodic maintenance and repair of same and has the right to control vehicular traffic on said streets.

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IN WITNESS WHEREOF, the said owners have hereunto set their hands and seals this

21st day of January, 2008.

Witnesses:

John Parrish
Katherine B. Reindl

PARRISH PROPERTIES II, LLC
A Wisconsin Limited Liability
Company, authorized to do
business in Florida.

By: [Signature]
Its: Managing Member

STATE OF Wisconsin §
COUNTY OF Kenosha §

The foregoing instrument was acknowledged, executed and subscribed before me on this 21 day of January, 20 08, by JOHN PARRISH, the Managing Member of Parrish Properties II, LLC, a Wisconsin limited liability corporation authorized to do business in the State of Florida. He/She is personally known to me, or did produce Driver's License as identification. P620-4725-4206-05



Katherine B. Reindl
Notary Public

Katherine B. Reindl
Printed Name of Notary Public

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EXHIBIT "A"

A tract or parcel of land lying in the northeast quarter (NE-1/4) of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of said northeast quarter (NE 1/4) run N 00°03'10" W along the east line thereof for 25.00 feet to a concrete post on the north line of Laurel Drive and the Point of Beginning; From said Point of Beginning run N 89°44'20" W along said north line parallel with and 25 feet north from the south line of said quarter section for 705.80 feet to a concrete post; thence run N 00°03'10" W parallel with said east line for 307.00 feet to a concrete post; thence run N 36°28'20" W parallel with the northeasterly line of the Tamiami Trail (State Road No. 45) for 1243.33 feet to an intersection with the south line of the north half (N 1/2) of said northeast quarter (NE 1/4); thence run S 89°42'20" E along said such line for 1244.25 feet; then run N 00°03'10" W parallel with said east line of said quarter section for 300.00 feet; thence run S 89°42'20" E parallel with said south line of said north half (N 1/2) for 200.00 feet to an intersection with said east line of said quarter section; thence run S 00°03'10" W along said east line for 1603.04 feet to the Point of Beginning.

Bearings hereinabove mentioned are from the centerline survey of said State Road No. 45,

And, which lands are hereby platted and subdivided according to the map or plat attached hereto prepared by Carl E. Johnson, Inc., dated April 1970.

